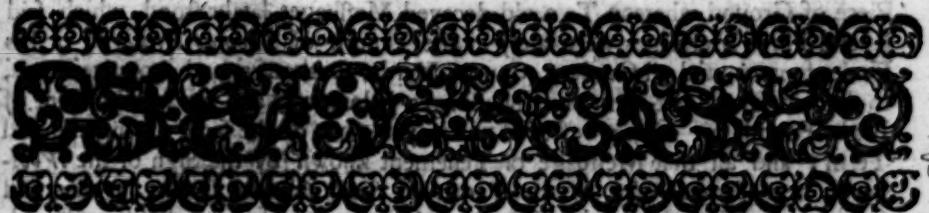


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C. 43.

An A C T
F O R

Selling divers Lands and Hereditaments in the City of London,
and in the Counties of Middlesex, Kent, Buckingham, and
Somerset, devised by the Will of Sir William Dodwell,
Knight, deceased, and purchased in pursuance thereof re-
spectively; and for laying out the Money, arising by such
Sale, in purchasing other Lands and Hereditaments in or
near the County of Gloucester, to be settled in lieu thereof
to the Uses of the said Will.

WHEREAS by Indentures of Lease and Release, bearing Date respec-
tively on or about the Thirtieth and Thirty-first Days of August
One thousand Seven hundred and Twenty-three, the Release
being Tripartite, and made, or mentioned to be made, between
Sir William Dodwell, of Sevenhampton, in the County of Gloucester,
Knight, of the First Part; Mary Miller, Widow, of the
Second Part; and William Pitt, Citizen and Merchant of
London, and Henry Doughty, of Broadwell, in the County of Gloucester, Esquire,
of the Third Part; she the said Mary Miller, in Consideration of a Marriage
then intended to be had and solemnized between the said Sir William Dodwell and
her the said Mary Miller, and for other Considerations in the said Indenture
Tripartite mentioned and expressed, did grant, release, and convey (amongst
other Lands and Hereditaments therein mentioned and described) unto the said
William Pitt and Henry Doughty, and their Heirs, all that Annuity or Rent-
charge of Thirty Pounds per Annum, issuing out of several Messuages, and
a Wharf called Fresh Wharf, and several Warehouses and Tenements thereto
belonging, situate, lying, and being, in the Parish of Saint Botolph, near Billingsgate, London, and the Reversion expectant on a Term of Sixty-one Years,
by a Lease of all those Three Messuages or Tenements situate and being in or
near Old Street, in the Parish of Saint Giles without Cripplegate, in the County
of Middlesex, Two whereof were lately new built with Brick, and stand on a
Piece

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Well

Piece of Ground whereon Two old decayed Messuages lately stood, which said several Three Messuages were lately in the Tenure of *Thomas Hilliard*, or his Under-tenants, and all Gardens, Courts, Yards, Outhouses, and Appurtenances, to the said several last-mentioned Messuages belonging, and the yearly Rent of Eight Pounds per Annum reserved and payable out of the same during the said Term; and all that Messuage or Tenement known by the Sign of the *Wool-pack*, near *Strandbridge*, in the Parish of *Saint Clement Danes*, in the said County of *Middlesex*, in the Tenure or Occupation of *Kemp Bridges*, Wool-lendraper; and all that Piece or Parcel of Ground lying and being on the East Side of *Sherard Street*, in or near *Piccadilly*, in the Parish of *Saint James*, within the Liberty of *Westminster*, within the said County of *Middlesex*, abutting on other Land or Ground there on the East, late in the Tenure of *John Brown*, Blacksmith, on the Highway there leading to *Tyburn Road* on the South, and the Land late of *Michael Paultney*, Gentleman, on the West, and on the Land of *Baker*, Widow, on the North, containing from North to South, on the East Part or Side thereof, Eighty-three Foot of Assize, more or less; from East to West, at the South End thereof, Seventy-one Foot of like Assize, more or less; from North to South, on the West Part or Side thereof, Fifty-eight Foot; from East to West, on the North Part or End thereof, Sixty Foot; and also One new-built Brick Messuage or Tenement, standing or being on the same Piece or Parcel of Ground near to the West Part or Side thereof, then in the Tenure of *Ralph Steward* and of *Robert Goodcbeap*, together with all other Messuages or Tenements erected and built on the said Piece or Parcel of Ground, and all Courts, Yards, Outhouses, and Appurtenances, to the said several Messuages belonging, or in any-wise appertaining; and also that Messuage or Tenement, and Farm-house, situate, lying, and being, at *Whitend*, in the Parish of *Great Cheadle*, alias *Cheadle*, in the County of *Bucks*, then or late in the Possession of *William Smith*, and all the Closes of Meadow, Arable, and Pasture, thereto belonging, and all Wood and Wood Ground, and the Soil thereof; and also all the Tythes of Corn, Grain, and Hay, growing, arising, renewing, and increasing, out of the Lands within the said Parish, and elsewhere, in the said County of *Bucks*, and all other Messuages, Lands, Tenements, and Hereditaments, of her the said *Mary Miller*, in the said County of *Bucks*, which were the Estates of *John Miller* her late Husband, deceased, with their and every of their Appurtenances; and also all that Messuage or Tenement, or Farm-house, called *Gidden's Farm*, lying and being in the several Parishes of *Wootton* alias *Wooten*, *Ash*, *Sandwich*, *Barbam*, *Shepherd*, *Would*, and *Lydden* alias *Lidden*, in the County of *Kent*, with the Lands, Meadows, and Pastures, thereto belonging; and also all that Messuage, Tenement, or Farm-house, with the Barns, Stable, and Appurtenances, called by the Name of *Hill* alias *Hill Farm*, lying and being in the Parish of *Wootton*, alias *Wooten*, alias *Wooten*, and *Lydden* alias *Lidden* aforesaid, with the Lands thereto belonging; and also all those Seven Pieces of fresh Marsh Land, lying and being in the Parish of *Ash*, near *Sandwich*, in the said County of *Kent*, containing by Estimation Fifty Acres; and also all those several Woods and Wood-grounds, containing by Estimation Fifty Acres; all which said Lands and Premises are situate, lying, and being, in the said several Parishes of *Wootton*, alias *Wooten*, alias *Wooten*, *Ash*, *Sandwich*, *Barbam*, *Shepherd's Would*, and *Lydden* alias *Lidden*, or some of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of the said several Messuages, Lands, Tenements, Woods, Wood-grounds, Commons, and Common of Pasture, and Feedings, and all and singular other the Premises thereby granted, bargained, sold, released, and confirmed, and every Part and Parcel thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, both in

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Law and Equity, of her the said *Mary Miller*, of, in, to, or out of, the said Messuages, Lands, Tenements, and Hereditaments, Woods, Wood-grounds, and all and singular other the same Premises, to hold unto the said *William Pitt* and *Henry Doughty*, their Heirs and Assigns, to the Use of the said *Mary Miller*, her Heirs and Assigns, until the said intended Marriage; and, after the Solemnization thereof, to the Use of the said Sir *William Dodwell*, for his Life, without Impeachment of Waste; Remainder to the said *William Pitt* and *Henry Doughty*, and their Heirs, during his Life, in Trust, to preserve contingent Remainders; and, after his Decease, to the Use of the said *Mary Miller*, for her Life, with the like Provision for preserving the contingent Remainders; and, after her Death, to the Use of the First and every other Son of the Body of the said Sir *William Dodwell*, on the Body of the said *Mary* lawfully to be begotten, successively, in Tail Male; Remainder to the Use of the said *William Pitt* and *Henry Doughty*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, without Impeachment of Waste, upon Trust, by the Ways and Means therein mentioned, to raise and levy, after the Decease of the said Sir *William Dodwell*, the Sum of Six thousand Pounds, for the Portion and Portions of the Daughter and Daughters of the said intended Marriage, in case of Failure of Issue thereof, to be paid at such Time and Times, and with such Maintenance, as is therein mentioned; and, after the Determination of the Term of One thousand Years, to the Use of the right Heirs of the said Sir *William Dodwell*:

And whereas the said Sir *William Dodwell* survived the said Dame *Mary* his Wife (having had no Issue Male by her), and made his last Will and Testament in Writing, bearing Date the Twenty-second Day of September One thousand Seven hundred and Twenty-four, and thereby gave and devised all his Manors, Lands, Messuages, Woods, and Wood-grounds, Tenements, Rents, Annuities, and Hereditaments, in the Counties of Gloucester, Middlesex, Bucks, Kent, and the City of London, and elsewhere, in his Majesty's Dominions, to his Daughter *Mary Dodwell* (now *Mary Tracy*, Wife of *Thomas Tracy*, of *Sandywell*, in the County of Gloucester, Esquire), during her natural Life; and, from and after the Determination of that Estate, unto *John Tracy*, of *Stanway*, in the County of Gloucester, Esquire, *William Goffelin* (by the Name of *William Gosling*), of the City of London, Merchant, *Smart Lebieullier*, Son of *John Lebieullier*, of *Alderbrooke*, in the County of Essex, Esquire, and *Richard Rogers*, of *Lincoln's Inn*, Gentleman, and their Heirs, during the Life of the said *Mary Dodwell*, in Trust, to preserve the contingent Remainders; and, after her Decease, to the Use of the First Son of her Body lawfully to be begotten, and to the Heirs Male of the Body of such First Son lawfully to be begotten; and, for Default of such Issue, to the Use of her Second and every other Son lawfully to be begotten, severally and successively, according to their Seniority, and the Heirs of their respective Bodies; and, for want of such Issue, then to the Daughter or Daughters of the said *Mary Dodwell* severally, and to the Heirs of their respective Bodies lawfully to be begotten; in which said Will is contained a Clause or Proviso, purporting, that in case the said *Mary*, the Testator's Daughter, should have more Sons than One, or but One Son, and One or more Daughter or Daughters, then the said Premises so devised as aforesaid, and the Estates to be purchased by his personal Estate, in pursuance of his said Will, should stand and be charged with the Payment of the several Sums following to such younger Child or Children; that is to say, If One younger Son, and no Daughter, then the Sum of Six thousand Pounds; or if but One Daughter, and no younger Son, then the Sum of Six thousand Pounds; but if more younger Sons or Daughters, then the Sum of Eight thousand Pounds, to be equally divided amongst them, and the Survivors,

vors of them, Share and Share alike, and to be raised and paid at their respective Ages of Twenty-one Years, or Days of Marriage, which should first happen: And he thereby gave and devised unto the said *John Tracy, William Goffelin, by the Name and Description of William Gosling, Smart Letbieullier, and Richard Rogers,* and to the Survivor of them, all his Mortgages, Stocks, Annuities, Bonds, ready Money, Plate, and all other his personal Estate that he should die possessed of, or be intitled unto at the time of his Decease, and not otherwise disposed of by his said Will, upon Trust, in the First place, to pay his just Debts, and the Legacies thereby given, and then to convert the said Stocks, Annuities, and other personal Estate, into Money, as soon as the same could be conveniently done, and lay out and dispose of all such Money in the Purchase of Lands of Inheritance in the said County of Gloucester, or some other adjacent County, to be settled upon his said Daughter and her Issue, in such manner as he had before devised the said Manors, Woods, Wood-grounds, Tenements, Rents, Annuities, and Hereditaments; and upon further Trust that the Rents and Profits of the Lands so to be purchased, when purchased, and also the Rents of all his Messuages, Lands, Tenements, and Hereditaments, should be by them, or the Survivor of them, or the Executors or Administrators of such Survivor, laid out in the Purchase of other Lands of Inheritance in the same Counties, to be settled in the same manner, and to the same Uses, as the Lands so purchased with his personal Estate are directed to be settled; and directed them, or the Survivor of them, to receive as well the Rents and Profits of his said Manors, Messuages, Lands, Tenements, Woods, Wood-grounds, Rents, Annuities, and Hereditaments, before by him devised to his Daughter during her Minority, as also the Rents and Profits of the Lands so purchased with his personal Estate, or Profits of his real Estate, and lay out the same in the Purchase of other Lands of Inheritance in the same County or Counties, to be conveyed and settled in the same manner as the Lands so directed to be purchased by and with his said personal Estate should be settled; and in case his said Daughter should die without Issue of her Body living at her Decease, he gave and devised unto his said Trustees, and their Heirs, all his Manors, Messuages, Lands, Tenements, Woods, Wood-grounds, Rents, Annuities, and Hereditaments whatsoever, for the Benefit of his Cousin Sir *Henry Nelborpe, Baronet, and his Issue,* in such manner as therein mentioned; and, in Default of such Issue, then he gave and devised the said Manors and Premises to the said *Smart Letbieullier* (he the said *Smart Letbieullier* taking upon him the Name of *Dodwell*), for his Life; and, after his Decease, then to the First and every other Son of his Body lawfully to be begotten successively, in Tail Male; Remainder to *Charles Letbieullier*, Second Son of the said *John Letbieullier* (he taking upon him the Name of *Dodwell* for his Life); and, after his Decease, then to the First and every other Son of the said *Charles Letbieullier* lawfully to be begotten, successively, in Tail Male; and (after having given and disposed of several pecuniary Legacies to several Persons therein named), he made and ordained the said *John Tracy, William Goffelin, Smart Letbieullier, and Richard Rogers*, Executors of his said Will, as, by the said Will, duly proved by the said Executors in the Prerogative Court of Canterbury, may more fully appear:

And whereas the said Sir *William Dodwell* died on or about the Twenty-ninth Day of *August* One thousand Seven hundred and Twenty-seven, without Issue Male, as aforesaid, and the Reversion or Remainder in Fee-simple of the Manors, Lands, Tenements, and Hereditaments, so devised by his Will as aforesaid, expectant on the Determination of the aforesaid several particular Estates, and other the Uses and Limitations in his said Will (such Reversion or Remainder not being given or disposed of by the said Will), did, upon his Death,

Death, come unto and vest in the said *Mary Dodwell*, now *Mary Tracy*, his only Child and Heir at Law:

And whereas by a Decree or decretal Order of the High Court of Chancery, made the Ninth Day of July One thousand Seven hundred and Twenty-eight, in a Cause wherein the said *John Tracy*, *William Goffelin*, *Smart Letbieullier*, *Richard Rogers*, and the said Sir *Henry Nelborpe*, then an Infant, by his next Friend, and the said *Charles Letbieullier*, then an Infant, by his next Friend, were Plaintiffs; and the said *Mary Dodwell*, then also an Infant, by *Robert Tracy*, Esquire, her Guardian, and *William Pitt* and *Henry Doughty*, were Defendants, it was declared, that the Will of the said Sir *William Dodwell* was well proved, and ought to be performed: And it was, amongst other Things, ordered and decreed, that it should be referred to Mr. *Eld*, One of the Masters of the said Court, to take an Account of the personal Estate of the said Sir *William Dodwell*; and that the clear personal Estate, after Debts, Legacies, and Funeral Expences paid, should be, from time to time, laid out in the Purchase of Lands in the Names of the Trustees named in the said Will (by the Approbation of the said Master), to the Uses and Trusts in the said Will; and until such Purchase could be made, such Part of the clear personal Estate, as should be received by the Trustees, should be laid out by them on Government or real Security (by the Approbation of the said Master), and the Interest and Produce thereof to go as the Profits of the Lands, when purchased; and the said Master was also to take an Account of the Rents and Profits of the real Estate of the said Sir *William Dodwell*, that had been taken since his Death, or that should be taken during the Minority of the said *Mary Dodwell*, or of any real Estate that should be purchased by the Directions of the said Will; and after Two hundred Pounds a Year set apart for the Maintenance of the said *Mary Dodwell*, according to the said Settlement and Will (and which hath been since duly paid and fully discharged), the Residue of the said Rents and Profits, which should be received during her Minority, was in like Manner to be laid out in the Purchase of Lands (by the Approbation of the said Master), pursuant to the Directions of the said Will, in the Name of the said Trustees named in the said Will, to the Uses and Trusts in the said Will; and whether the Provision made by the said Will, was a Satisfaction for the Six thousand Pounds provided by the said Settlement, until the said *Mary Dodwell* should attain her Age of Twenty-one Years, or be married; and any of the Parties were to be at Liberty to apply to the Court as there should be Occasion:

And whereas the said Executors and Trustees did, in pursuance of the said Will and Decree in Chancery, purchase the Manor of *Yeovilton*, and divers Manors, Lands, Tenements, and Hereditaments, in the County of *Somerset* (being One of the Counties adjoining to the said County of *Gloucester*), for the Sum of Ten thousand One hundred Pounds; and the said Manor, Lands, Tenements, and Hereditaments, were, by Indenture of Bargain and Sale, enrolled in the said Court of Chancery, bearing Date the Twenty-sixth Day of December One thousand Seven hundred and Thirty, and made, or mentioned to be made, between *William Cleveland*, Esquire, of the First Part; *Sir George Saunders*, Knight, and *Charles Dartiquenave*, Esquire, of the Second Part; and the said *John Tracy*, *William Goffelin*, *Smart Letbieullier*, and *Richard Rogers*, of the Third Part; and by other Assurances in the Law, in Consideration of the said Sum of Ten thousand One hundred Pounds, granted and conveyed unto, and to the Use and Behoof of, the said *John Tracy*, *William Goffelin*, *Smart Letbieullier*, and *Richard Rogers*, their Heirs and Assigns for ever, in Trust, nevertheless, to and for the Uses, Intents, and Purposes, devised or directed

rected in and by the said last Will and Testament of the said Sir *William Dodwell*; but no Settlement hath yet been made of the said Premises, so purchased by the said Trustees, pursuant to the said Will and Decree in Chancery:

And whereas the said *Mary Dodwell*, the Daughter and Heir at Law of the said Sir *William Dodwell* the Testator, attained her Age of Twenty-one Years in or about the Month of *August* One thousand Seven hundred and Forty-five, and by an Order of the Court of Chancery, made on the First and Eighth Days of *February* One thousand Seven hundred and Forty-five, upon hearing the Points reserved on making the said Decree, it was declared by the Court, that the Provision made by the said Will, for the said *Mary Dodwell*, was not a Satisfaction for the said Six thousand Pounds, and directed that the same should be paid to her out of the Trust Estate of the said Sir *William Dodwell* as therein is mentioned; and that the said Term of One thousand Years should be assigned to new Trustees, in Trust, to attend the Freehold and Inheritance of the said Premises:

And whereas the said Sum of Six thousand Pounds was duly paid to the said *Mary Dodwell* out of the said Trust Estate, and the said *Mary Dodwell* afterwards intermarried with the said *Thomas Tracy*:

And whereas the said *Thomas Tracy*, and *Mary Tracy* his Wife, did, in *Hilary* Term in the Year of our Lord One thousand Seven hundred and Forty-six, acknowledge and levy One or more Fine or Fines, *sur Concesserunt*, or *sur Conuance de droit tantum*, of the Reversion or Remainder in Fee-simple of the several Manors, Lands, Tenements, and Hereditaments, in the Counties of *Gloucester*, *Middlesex*, *Bucks*, *Kent*, and City of *London*, so given and devised by the said Will of the said Sir *William Dodwell* the Testator, expectant on the Determination of the several particular Uses, Estates, Devises, and Limitations therein contained; and which said Reversion or Remainder, being undisposed of by his said Will, did, upon his Death, descend upon and vest in the said *Mary Tracy*, his only Child and Heir, unto *George Bramston*, Esquire, by the Description therein mentioned; and by Indenture, bearing Date the Thirty-first Day of *December* One thousand Seven hundred and Forty-six, and made, or mentioned to be made, between the said *Thomas Tracy*, and *Mary* his Wife, of the One Part, and the said *George Bramston* of the other Part, the said Fine or Fines were declared to enure to the Use and Behoof of the said *George Bramston*, his Heirs and Assigns for ever, upon Trust, during the joint Lives of the said *Thomas Tracy*, and *Mary* his Wife, to assure and convey the said Reversion or Remainder, and other the reversionary Interests, unto such Person and Persons, and to and for such Uses and Purposes, as she the said *Mary Tracy* should, during such joint Lives, with or without the said *Thomas Tracy* her Husband; and notwithstanding her Coverture, by any Writing, with or without a Power of Revocation, sealed and delivered in the Presence of Two or more Witnesses, or by her last Will in Writing, or by any other Writing purporting to be her last Will, signed by her, and attested by Three or more Witnesses, direct, limit, or appoint; and for want of such Direction, Limitation, or Appointment, and also subject to any such Direction, Limitation, or Appointment, as should be made where the same should happen, not to be a complete and intire Direction, Limitation, and Appointment, of the whole Estate and Interest which should be vested in the said *George Bramston*, and his Heirs, in the said Reversion, Remainder, and other reversionary Interests, as aforesaid, upon Trust, to grant and convey the same as follows (that is to say): In case the said *Thomas Tracy* should die in the Life-time of the said *Mary* his Wife, then to grant and convey the same to her the said *Mary Tracy*, her Heirs and Assigns for ever; and

and in case she should die in the Life-time of the said *Thomas Tracy*, then to grant and convey the same unto him the said *Thomas Tracy*, his Heirs and Assigns for ever :

And whereas by an Order of the said Court of Chancery made in the said Cause, dated the Nineteenth Day of *January* One thousand Seven hundred and Forty-nine, it was ordered, that the said *Smart Lethieullier* and *Richard Rogers*, the surviving Trustees named in the said Will of the said Sir *William Dodwell*, should convey all the Premises purchased by them, or any other of the Trustees, by or with the Surplus of the Testator's personal Estate, or the Rents and Profits of his real Estate, to the said *Mary* for her Life, with such Remainders, and for such Estates and Purposes, as are directed by the said Will of the said Sir *William Dodwell*, with the last Remainder in Fee to the said *Mary* the Wife of the said *Thomas Tracy*; and such Conveyance and Settlement was to be made with the Approbation of the said Master :

And whereas by another Order of the said Court made in the said Cause, dated the Twentieth Day of *December* One thousand Seven hundred and Fifty, it was ordered, that the said Order of the Nineteenth Day of *January* then last past, should be so far varied, as that the said last Remainder in Fee, thereby directed to be limited to the said *Mary*, should not be so limited to her; but that the same should be limited to the said *Mary*'s said Trustee *George Bramston*, his Heirs and Assigns for ever, upon the Trusts, and for the several Ends, Intents, and Purposes, expressed and declared in and by the said Indenture, dated the Thirty-first of *December* One thousand Seven hundred and Forty-six; but no Settlement hath yet been made pursuant to the said Orders, or either of them:

And whereas the said Sir *Henry Nelborpe* died under the Age of Twenty-one Years, and without Issue; and the said *Smart Lethieullier* and *Charles Lethieullier* are both dead without Issue Male, and the said Lands, Tenements, Estates, Hereditaments, and Premises, devised by the said recited Will, do, by virtue of and under the Limitations of the same Will, now stand settled and limited to the Use of the said *Mary Tracy*, or the said *Thomas Tracy* her Husband, in her Right, for her Life, with Remainder, after her Death, to the Use and for the Benefit of her Sons and Daughters, and their Issue, in such Manner as is therein mentioned; and, in Default of such Issue, to the Use of the said *George Bramston*, and his Heirs, upon the Trusts herein before-mentioned :

And whereas the said *Thomas Tracy*, and *Mary* his Wife, have Issue between them only One Son, named *Dodwell Tracy*, who is an Infant, under the Age of Fourteen Years, and no other Issue :

And whereas the several Messuages, Lands, Tenements, and Hereditaments, in the City of *London*, and in the several Counties of *Middlesex*, *Kent*, and *Bucks*, comprised in the said recited Settlement, and devised by the Will of the said Sir *William Dodwell*, and also the said Manor of *Yeovilton*, and other the said Premises in the County of *Somerset*, purchased by his said Trustees since his Decease, pursuant to, and for the Purposes of, his said Will, as aforesaid, lie remote from each other, and at a great Distance from *Sevenhampton*, the Mansion-house or Seat of the said Sir *William Dodwell*, and his Ancestors; and from the Bulk of his Estate, so settled upon, and now belonging to, the said *Thomas Tracy*; and *Mary* his Wife, as aforesaid; and the Care, Inspection, and Management, of the said Estates, and the collecting and receiving the Rents of the said several Estates, is attended with great Trouble, Inconvenience, and Expence; and as there is now a fair Opportunity of selling and disposing of the same

same Estates to Advantage, and a great Prospect of buying other Lands, more convenient and suitable for the Purposes of the said Will, so as that a great Benefit and Advantage may thereby arise and accrue to the said *Thomas Tracy*, and *Mary* his Wife, and their Issue, claiming under the said Will; the said *Thomas Tracy*, and *Mary* his Wife, do propose, and are willing and desirous, that the said Manors, Lands, and Hereditaments, in the City of *London*, and in the Counties of *Middlesex*, *Kent*, *Bucks*, and *Somerset*, may be sold and disposed of, and that the Money arising by such Sale be applied and laid out in the Purchase of Lands, Tenements, and Hereditaments, in the said County of *Gloucester*, or some adjacent County nearer to the said Mansion-house and Seat at *Sevenhampton*, to be settled to and for such and so many of the Uses limited, of the Premises so proposed to be sold, as shall be then subsisting and undetermined:

But although the carrying this Proposal into Execution might be greatly for the Benefit and Advantage of the said *Thomas Tracy*, and *Mary* his Wife, and their Issue; Yet, by reason of and during the Minority of the said *Dodwell Tracy* their only Son, cannot take Effect and be accomplished, without the Aid and Authority of an Act of Parliament:

Therefore Your MAJESTY's most Dutiful and Loyal Subjects the said *Thomas Tracy*, and *Mary Tracy* his Wife, for themselves, and on the Behalf of the said *Dodwell Tracy* their Son, who is an Infant;

Do most humbly beseech Your MAJESTY,

That it may be Enacted; AND be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and every the said Messuages, Farms, Lands, Tenements, Annuities, Rents, Hereditaments, and Premises, situate, lying, and being, or arising, in the City of *London*, and in the Counties of *Middlesex*, *Kent*, and *Bucks*, respectively, which in and by the said Indentures of Lease and Release of the Thirtieth and Thirty-first Days of *August* One thousand Seven hundred and Twenty-three, were granted, released, and conveyed, settled, limited, and assured, or mentioned or intended so to be, to the several Uses therein mentioned; and also the said Manor of *Yeovilton*, in the County of *Somerset*, and all and every the said Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, situate, lying, and being, in the said County of *Somerset*, which in and by the said Bargain and Sale inrolled in Chancery, bearing Date the Twenty-sixth Day of *December* One thousand Seven hundred and Thirty, were bargained, and sold, and conveyed, or mentioned or intended to be bargained and sold, unto the aforesaid *John Tracy*, *William Goffelin*, *Smart Letbieullier*, and *Richard Rogers*; their Heirs and Assigns, in Trust, as aforesaid, with their and every of their Rights, Royalties, Members, and Appurtenances; and the Reversion and Reverions, Remainder and Remainders, Rents, Issues, and Profits, of the same Premises, shall, from and after the Twenty-fourth Day of *June* One thousand Seven hundred and Sixty-one, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in, *John Tracy Atkins*, Esquire, Cursitor Baron of his Majesty's Court of Exchequer, and *Anthony Keck*, of *Great Tew*, in the County of *Oxford*, Esquire, their Heirs and Assigns, to the Use of them the said *John Tracy Atkins* and *Anthony Keck*, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, discharged, and exonerated, of, from, and against, all and every the Uses, Estates, Trusts, Powers, and Limitations, limited, created, and declared, of and concerning the same Premises, or any Part or Parts thereof,

thereof, in and by the said Indentures of Lease and Release, dated the Thirtieth and Thirty-first Days of *August* One thousand Seven hundred and Twenty-three; and the said Will of the said Sir *William Dodwell*, and the said Indenture of Bargain and Sale, dated the Twenty-sixth Day of *December* One thousand Seven hundred and Thirty, and the said Indenture of the Thirty-first of *December* One thousand Seven hundred and Forty-six, and the said Fine or Fines *sur Concessione*, or *sur Conuzance de droit tantum*, every or any of them.

And it is hereby Enacted and Declared, That the said Messuages, Lands, Tenements, Rents, Hereditaments, and Premises, situate, lying, being, and arising, in the said City of *London*, and Counties of *Middlesex*, *Kent*, and *Bucks*, and the said Manor of *Yeovilton*, and the Lands, Tenements, Hereditaments, and Premises, in the said County of *Somerset*, hereby settled upon and vested in, or mentioned or intended to be settled upon or vested in, the said *John Tracy Atkins* and *Anthony Keck*, and their Heirs as aforesaid, are and were so settled upon and vested in them, upon the Trusts, and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations herein after mentioned, expressed, and declared; that is to say, Upon Trust, that they the said *John Tracy Atkins* and *Anthony Keck*, or the Survivor of them, or the Heirs of such Survivor, do and shall, with all convenient Speed, by and with the Consent and Approbation of the said *Thomas Tracy* and *Mary Tracy*, or the Survivor of them, to be signified in Writing, under their, his, or her, Hands or Hand respectively, sell and dispose of and convey the said Manor, Messuages, Lands, Tenements, Rents, Hereditaments, and Premises, herein before vested, or declared to be vested, in them the said *John Tracy Atkins* and *Anthony Keck* as aforesaid, or any Part or Parts thereof, and of the Freehold and Inheritance of the same Premises respectively, either intirely or in Parcels, unto any Person or Persons who shall think fit to become Purchaser or Purchasers thereof respectively, for the best Price and Prices that they can reasonably get for the same: And do and shall lay out, apply, and dispose of, the Money, arising by such Sale or Sales, in Manner and forthe Purposes herein-after mentioned; that is to say, In the first Place, for paying and defraying the Costs, Charges, and Expences, attending the obtaining and passing this present Act, and the Execution and Performance of the Trusts hereby vested and reposed in them the said *John Tracy Atkins* and *Anthony Keck*, and their Heirs as aforesaid: And also upon Trust, that they the said *John Tracy Atkins* and *Anthony Keck*, or the Survivor of them, or his Heirs, do and shall, by and with such Consent and Approbation as aforesaid; lay out, apply, and dispose of, the rest and residue of the Money, arising by such Sale or Sales, to be made by virtue of and in pursuance of this Act, in One or more Purchase or Purchases of Lands of Inheritance, situate and being in the said County of *Glocester*, or some County or Counties adjacent thereto; and do and shall, by and with such Consent and Approbation as aforesaid, settle, convey, and assure, or cause to be settled, conveyed, and assured, the said Lands, Tenements, and Hereditaments, so to be purchased, to, for, upon, and subject to, such Uses, Estates, Trusts, Powers, Charges, and Limitations, as the said Manor and capital Messuage of *Sevenhampton* do (by virtue of the Will of the said Sir *William Dodwell*, and the said Decree, Orders, and Directions, of the said High Court of Chancery, the said Six several Fines, and the said Indenture of the Thirty-first of *December* One thousand Seven hundred and Forty-six, to declare the Uses thereof, herein before recited or referred to) now stand settled, limited, assured, and charged respectively, or such and so many of them as are now expecting, undetermined, or capable of taking Effect, and with such Power of leasing as is herein-after mentioned: And do and shall, in the mean time and until such Purchase and Purchases can be had and made, by

and with the like Consent and Approbation, place out such Residue and Surplus of the Money, arising by such Sale or Sales, as the same shall respectively come in and be received, upon the public Funds, or on Government or real Security or Securities, at Interest: and do and shall permit and suffer the Interest and Dividends, and yearly Proceed, arising and produced from such Funds and Securities, to be had, received, and taken, by such Person and Persons as would, for the Time being, be intitled to receive the Rents and Profits of the said Manors, Lands, Hereditaments, and Premises, so to be purchased, in case the same were purchased and settled pursuant to this Act.

And it is hereby further Enacted and Declared, That the said *John Tracy Atkins* and *Anthony Keck*, and the Survivor of them, or the Heirs of such Survivor, do and shall, in the mean time and until such Sale or Sales shall be thereof respectively made in pursuance of this Act, permit and suffer the Rents, Issues, and Profits, of the same Premises, to be received and taken by such Person and Persons as would, for the Time being, be intitled to receive the same, in case this Act had not been made.

And it is hereby further Enacted, That the Receipt or Receipts of the said *John Tracy Atkins* and *Anthony Keck*, or the Survivor of them, or the Heirs of such Survivor, under their or his Hands or Hand respectively, shall, from time to time, effectually discharge the respective Purchaser or Purchasers of any Part of the Premises hereby directed to be sold respectively, of and from so much of the said Purchase-money for which such Receipt or Receipts shall be so given; and after such Receipt or Receipts, such Purchaser and Purchasers respectively shall be and are hereby absolutely acquitted and discharged of and from the same; and they or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication, of the said Purchase-money, or any Part thereof respectively.

And it is hereby further Enacted and Declared, That the said *John Tracy Atkins* and *Anthony Keck* shall not, nor shall either of them, or the Heirs, Executors, or Administrators, of either of them, be answerable or accountable for any Money to be received by reason of or under the Trusts hereby created and declared, any otherwise than each and every Person or Persons for such Sum or Sums of Money only as he or they shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and that also the said *John Tracy Atkins* and *Anthony Keck*, and their respective Heirs, Executors, or Administrators, shall and may, out of the Money arising by Sale of the Premises hereby vested in them, which shall or may come to their or either of their Hands, Custody, or Power respectively, retain and reimburse themselves all such Costs, Charges, Damages, and Expences, as they respectively shall or may bear, sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed, or any or either of the same.

And be it further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *Thomas Tracy* and *Mary* his Wife, from time to time, during the Coverture between them, and notwithstanding the same, and also for the said *Mary Tracy*, in case she shall survive the said *Thomas Tracy*, whether Covert or Sole, as and when they shall respectively be in the actual Possession of the said Lands, Tenements, and Hereditaments, so to be purchased with the Money arising by the Sale of the Premises hereby vested and directed to be sold, or any Part thereof, by Indenture or Indentures under their, his, or her, Hand and Seal, or Hands and Seals respectively, to demise, lease,

lease, or grant, such Part or Parts of the said Lands and Hereditaments, so to be purchased, as shall be then in Lease, or thentofore have been usually leased, for Life or Lives, or Years, determinable on Life or Lives, unto any Person or Persons for One, Two, or Three Life or Lives, or for any Number of Years, determinable on the Death of One, Two, or Three, Person or Persons, either in Possession or Reversion, or by way of future Interest; and also to grant or demise, by Copy of Court Roll, for Life or Lives, such Part and Parts of the said Messuages, Farms, Lands, Tenements, and Hereditaments, and Premises, as is, or are, or have been, accustomably granted or demised, by Copy of Court Roll, for Life or Lives, unto any Person or Persons for One Life, or for Two or Three Lives; so as upon and by every such Lease, Demise, and Copyhold, or other Grant respectively, there be reserved and made payable yearly, half yearly, or quarterly (as hath been usual), the antient and accustomed yearly Rents, or greater yearly Rents, for the same, and also the usual Heriots and Services, if any or greater, or a just Proportion in Value of such Rents, Heriots, and Services, where Part only is or shall be leased or granted by virtue of this present Power; and so as there be not, in any Part or Parcel of the same Premises, so to be demised, leased, or granted respectively, any greater Estate or Interest subsisting at any one Time, than what will wear out and be determinable on the dropping off the Lives of Three Persons, all then in being.

And it is hereby further Enacted, That it shall and may be lawful to and for the said *Thomas Tracy* and *Mary* his Wife, during their joint Lives, and for the said *Mary Tracy*, in case she shall survive the said *Thomas Tracy*, whether she shall be Sole or Covert, when they shall so respectively be in the actual Possession of the said Lands and Hereditaments, so devised by the said Will of the said Sir *William Dodwell*, or of any other the Lands, Tenements, or Hereditaments, already purchased or to be purchased with the personal Estate of the said Sir *William Dodwell*, or to be purchased with the Money to arise by Sale of the Premises hereby vested and directed to be sold, or of any Part or Parts thereof respectively, by Indenture or Indentures, under their respective Hands and Seals, to demise, lease, or to farm lett, any Part of the aforesaid Lands, Tenements, and Hereditaments, unto any Person or Persons, for any Term or Number of Years, not exceeding Twenty-one Years, to take Effect in Possession and not in Reversion; so as there be reserved on every such Demise or Lease respectively, the best and most improved yearly Rent or Rents (to be incident to the immediate Reversion of the Premises) that can be had or gotten for the same, without taking any Sum or Sums of Money, Fine, Premium, or Fore-gift, for the making thereof; so as there shall be contained in every such Demise or Lease respectively, a Condition of Re-entry for Nonpayment of the Rents thereby to be reserved; and so as no Clause be contained in any of the said Leases, giving Power or Authority to any Lessee whatsoever to commit Waste, or exempting him, her, or them, from Punishment for committing the same.

Saving always to the K I N G's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs and Successors, Executors and Administrators (Other than the said *Thomas Tracy* and *Mary Tracy* his Wife, and the First and every other Son of the said *Mary Tracy*, born and to be born, and the Heirs Male of their respective Bodies, and the Daughters of the Body of the said *Mary Tracy*, and the Heirs of their respective Bodies, and the right Heirs of the said Sir *William Dodwell*, deceased, and all and every Person and Persons claiming, or to claim, any Estate, Right, Title, Trust, or Interest, either in Law or Equity, of, in, to, or out of Messuages, Lands, Tenements, Hereditaments,

ments, and Premises, vested and affected by this Act, by virtue of or under the Will of the said Sir *William Dodwell*, or the said Indenture of the Thirty-first of December One thousand Seven hundred and Forty-six); All such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of, the same Premises, as they, every or any of them, had before the passing of this Act, or could or might have had and enjoyed, in case this Act had not been made.

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*Selling divers Lands and Hereditaments in
the City of London, and in the Coun-
ties of Middlesex, Kent, Buckingham,
and Somerset, devised by the Will of
Sir William Dodwell, Knight, de-
ceased, and purchased in pursuance
thereof respectively; and for laying
out the Money, arising by such Sale, in
purchasing other Lands and Heredi-
taments in or near the County of Gloucester,
to be settled in lieu thereof, to
the Uses of the said Will.*